

CONDITIONS OF CARRIAGE

1. LIABILITY OF THE CARRIER

The carrier of the goods herein described is liable for any loss or damage to goods accepted by the carrier or the carrier's agent, except as provided herein. Rules, rates and regulations in effect on the date of loading will govern this shipment.

2. EXCEPTIONS FROM LIABILITY

The carrier will not be liable for the following:

- a) Loss, damage or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, mechanical breakdown, extreme weather conditions, the act of default by the consignor; owner authorized agent, or consignee, authority of the law or quarantine.
- b) Damage to or loss of fragile articles that are not packed and unpacked by the contracting carrier or by the carrier's agent or employees.
- c) Damage to or loss of the mechanical, electronic, software, or other operations of radios, televisions, computer systems, stereos, DVDs, VCRs, clocks, appliances, musical instruments and any other equipment irrespective of who packed or unpacked such articles; unless exterior physical damages incidental to transport are apparent; unless services and preparations was preformed by a qualified technician of the carrier or the carrier's agent and such charges associated are paid by the consignor, owner, consignee or authorized agent.
- d) Deterioration of or damage to or loss to perishable foods, liquids, plants or pets, species or documentations.
- e) Loss of contents of consignor packed articles unless the containers used are opened for the carrier's inspection and articles are listed on the inventories and receipted for by the carrier.
- f) Damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event, the carrier will only be liable for the repair or recovery of the lost or damaged piece(s).
- g) Damage to or loss of the goods at a place or places of pick-up at which the consignor or authorized agent is not in attendance and cannot give receipt for goods picked up.
- h) Damage to or loss of the goods at a place or places of delivery at which the consignee or authorized agent is not in attendance and cannot give receipt for goods delivered.

3. DELAY

- a) At the time of acceptance of the contract, the original contracting carrier will provide the consignor with a period within which delivery is to be made. Failure by the carrier to effect delivery within the time specified on the face of this Bill of Lading will render the carrier liable for reasonable food and lodging expenses incurred by the consignee.
- b) Failure by the consignee to accept delivery when tendered within the time specified on the Bill of Lading will render the consignor, consignee, owner or authorized agent liable for reasonable storage in transit, handling and re-delivery charges incurred by the carrier.

4. ROUTING BY THE CARRIER

If, because of physical necessity, the carrier forwards the goods by a conveyance that is not a licensed for hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed for hire vehicle.

5. STOPPAGE IN TRANSIT & STORAGE IN TRANSIT

If the shipment is stopped or held in transit at the request of the party entitled to so request, the goods are held at the risk of that party. The holding of the shipment in the warehouse of the carrier or the carrier's agent, for storage, not to exceed (30) thirty days pending further transportation. Shipments will be subject to additional charges at the point of origin or destination. Shipments require storage in excess of (30) thirty days will be considered as complete and the location of storage will be the final destination. The shipment thereof, is subject to the rules, rates, regulations and charges of the warehouse person.

6. VALUATION

Subject to Article 10, the amount of any loss, damage or repair for which the carrier is liable whether or not the loss or damage results from negligence of the carrier or the carrier's agents or employees, will be computed on the basis of the value of the lost or damaged articles at the time and place of the shipment.

7. MAXIMUM LIABILITY

The amount of any loss, damage or repair computed under article (6) will not exceed the greater of:

- a) The value per pound declared in writing by the shipper multiplied by the weight of the damaged or lost article(s).
- b) Where the consignor released the shipment to a value of sixty (60) cents per pound per article or less in writing.
- c) The standard depreciated value computed on the date of damage or loss.

NOTE: In such instance, additional charges to cover the value declared above sixty (60) cents per pound per article will be paid by the consignee, consignor, Owner or authorized agent. The minimum declared value will not be less than \$4.00 per pound computed on the total mass of the shipment. Where the actual weight of the damaged or lost article(s) is not known, the weight of the article will be constructed by industry accepted standards of seven (7) pounds per cubed foot.

8. OWNER'S RISK & CARRIER'S ADVISEMENT

Articles carried as owner's risk, will exclude the carrier from such damages or loss that are incidental to transport. It will not relieve the carrier of liability for loss or damage, if the loss or damage occurs as a result of the carrier's negligence. The burden of proving such absence of negligence is on the carrier.

9. NOTICE OF CLAIM

- a) The carrier is not liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out the particulars of the origin, destination, date of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing together with a copy of the paid Bill of Lading to the original contracting carrier, or the delivering carrier within (60) sixty days after the delivery of the goods, or in the case of failure to make delivery within (9) nine months from the date of the shipment.
- b) The final statement of the claim must be filed within (9) nine months from the date of the shipment together with a copy of the freight paid bill. Either the original contracting carrier or the delivering carrier as the case may be, will acknowledge receipt to the claim within (30) days of receipt of the claim.
Note: Exceptions noted and receipted at the time of delivery do not constitute a notice of claim to the original contracting carrier or delivering carrier. It is the consignee, consignor, owner or authorized agents responsibility to forward written notice of claim as laid out above.

10. ARTICLES OF EXTRAORDINARY VALUE

A carrier is not bound to carry any documents, specie(s), jewellery or any articles of extraordinary value unless by special agreement to do so. If such good(s) or articles(s) are carried without a special agreement and the nature and separate value of the goods is not disclosed in writing to the carrier, the carrier will not be liable for any loss or damage.

11. FREIGHT CHARGES

- a) The freight and other lawful charges accruing on the goods will be paid before delivery. All charges will be audited and corrected by refund or additional billing.
- b) The freight must be paid for by cash, money order, bank-draft, Visa or MasterCard or American Express to Bradford Moving & Storage, unless other credit arrangements are approved prior to loading.

12. DANGEROUS GOODS & ARTICLES LIABLE TO CAUSE DAMAGE

Every person whether principal or agent, shipping explosives, flammables, corrosives, ammunitions or dangerous goods of any form without previous full disclosure to the carrier as required by law will indemnify the carrier against all loss, damage or delay caused thereby and such goods will be warehoused at the consignor, consignee owner or authorized agent's risk and expense. Any liquids, powders, dyes, and other substances that can leak, spill or seep into the shipment or that of others creating loss or damage can render the party responsible for all costs associated with said loss or damage. The carrier will not accept articles which cannot be taken into or out of a premises without causing damage to the article or premise unless the consignor, consignee, owner or authorized agent assumes liability in writing.

13. UNDELIVERED GOODS

If, through no fault of the carrier, the goods cannot be delivered, the carrier will immediately give notice to the consignor and consignee that delivery has not been made will request disposal instructions. Pending receipt of such disposal instructions:

- a) the goods may be stored in the warehouse of the carrier subject to reasonable charges for storage, or
- b) Provided that the carrier has notified the consignor of the carrier's intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor without liability on the part of the carrier and subject to a lien for all freight and other lawful charges including a reasonable charge for storage.

14. IMPRACTICAL OPERATION

- a) The carrier will not be obligated to perform pick up or delivery or render any service at a place or places from or to which it is impractical to do so because of the structure of the building, private or public roadways, inadequate loading or unloading facilities. Any additional charges or costs resulting from such service will be at the expense of the consignee, consignor, owner or authorized agent.
- b) In the event of any riot, strike, picketing, or other labour disturbances, the carrier will not be obligated to provide any services unless the consignee, consignor, owner or authorized agent of the shipment assumes liability for loss of, damage to or delay of the shipment and the carrier's equipment in writing.

15. ALTERATIONS

Any additional limitation on the carrier's liability on the Bill of Lading and any alteration or addition or erasure on the Bill of Lading will be acknowledged by the consignor, consignee, owner or authorized agent or original contracting carrier or the carrier's agent and unless so acknowledged will be without effect.